



INTERNATIONAL CENTRE
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AMERICAN
ARBITRATION
ASSOCIATION®

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February 2, 2021

Via Email Only

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Case Number: 01-20-0014-7261

Limetree Bay Terminals, LLC
-vs-
UNIPPEC America, Inc.

Dear Counsel,

We are writing this letter to inform the parties that the ICDR has appointed Arbitrator James Carter of Wilmer Cutler Pickering Hale and Dorr LLP (the "Arbitrator") to hear the above-captioned matter as the chairperson of this Tribunal. Enclosed please find copies of the Arbitrator's duly executed Notice of Appointment. Per our rules, all arbitrators are impartial and independent, unless otherwise agreed by the parties in the situation of party-appointed arbitrators.

The Arbitrator has made a disclosure, as detailed on the enclosed Notice of Appointment and attachment. Please advise the ICDR of any objections to the appointment of the Arbitrator by close of business **February 17, 2021**, copying the other side. The Tribunal shall not be copied on any comments related to the disclosure. If any objections to the Arbitrator's appointment are raised, the other party will be granted an opportunity to respond. The ICDR will make a determination regarding the Arbitrator's continued service in accordance with the Rules.

If either party or their counsel knows of any contact or conflict that may be relevant, they are to communicate this information to the ICDR within ten days. Each party is responsible for updating its disclosures as such information becomes available. The duty to update this information is ongoing through the conclusion of this matter.

The Arbitrator's Notice of Compensation Arrangements including the specific compensation rates for this matter will be sent to you under separate cover shortly. Compensation to the Tribunal represents an independent obligation of the parties, and it is understood that the ICDR/AAA has no liability, direct or indirect, for such payment. Each party shall promptly deposit in advance with the ICDR such sums of money as required by the administrator to defray the Tribunal's invoices. Compensation incurred will be deducted from deposits on hand, if any. Invoices that reflect an estimated amount of ten hours of the Tribunal's compensation, including study and preliminary hearing time, will be circulated shortly under separate cover.

This letter will also serve to confirm that a Preliminary Hearing will be scheduled shortly. We kindly ask the Tribunal to please confer and inform the ICDR by **February 9, 2021**, of its selection of a date and time to schedule a Preliminary Hearing conference call during the two weeks beginning February 22 and March 1, 2021 (or, in the alternative, the earliest possible date after those weeks).

Sincerely,

/s/

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Encl.

Cc: The Tribunal (via email)